

2025-000526

Klamath County, Oregon

01/24/2025 02:09:02 PM

Fee: \$137.00

664587AM  
AFTER RECORDING  
RETURN TO:

Richard Louis Gilman

11414 208 Ct  
Crescent Lake OR  
97733

### ROAD ACCESS EASEMENT AGREEMENT

This Road Access Easement Agreement (the "**Agreement**") is effective as of the date last executed by the parties below (the "**Effective Date**"), by and between Richard Louis Gilman (the "**Grantor**"); Michael D. Hoover and his successors and assigns ( "**Hoover**"); and Richard Louis Gilman ( "**Grantee Gilman**") (Hoover and Grantee Gilman are hereinafter collectively referred to as "**Grantees**").

#### RECITALS

- A. Grantor is the fee owner of certain real property particularly described in Exhibit "1" attached hereto and incorporated herein ("**Grantor Parcel**").
- B. Hoover is the fee owner of certain real property commonly known as 149210 N Hwy 97, La Pine, OR 97739 and more particularly described in Exhibit "2" attached hereto and incorporated herein ("**Hoover Parcel**").
- C. Gilman is the fee owner of certain real property commonly known as and more particularly described in Exhibit "3" attached hereto and incorporated herein ("**Gilman Grantee Parcel**").
- D. The Hoover Parcel and the Gilman Grantee Parcel are hereinafter collectively referred to as "**Grantees Parcels**".
- E. Grantor Parcel abuts N Hwy 97, a public highway which is the access point to Grantees' Parcels.
- F. Grantees desire a nonexclusive easement for ingress and egress over the existing road upon Grantor Parcel that has been used by Grantees and Grantees' predecessors in interest to access Grantees' Parcels.
- G. Grantor has agreed to grant to Grantees the requested easement, all in accordance with the terms set forth below.

#### AGREEMENT

NOW, THEREFORE, for and in consideration of the Recitals set forth above and other

good and valuable consideration, the receipt and sufficiency of which are hereby agreed upon and acknowledged by Grantor and Grantees (each, a "Party," and collectively, the "Parties"), the Parties agree as follows:

1. **Grant of Road Access Easement.** Grantor does hereby grant, convey and set over unto Grantees, their heirs, successors, assigns, family members, and invitees, a non-exclusive, perpetual road access easement not less than twenty feet (20') in width, being ten feet (10') on each side of the centerline, over and across the existing road on Grantor Parcel as generally depicted on Exhibit "A" and more particularly described in Exhibit "B" (the "**Easement**"). The Easement shall only be utilized for vehicular ingress and egress sufficient for travel by two vehicles passing one another and as may be required by Klamath County or any other governmental authority, but expressly excludes any use by the general public. The Easement shall be appurtenant to and at all times run with the Grantor Parcel and shall not be deemed for any purposes to be an easement in gross. Any conveyance of the Grantor Parcel shall automatically include a conveyance of the Easement interests conveyed to Grantees hereunder.

2. **Grantor's Reservations; Restrictions.** Grantor hereby specifically reserves to Grantor, and its respective successors and assigns, employees, representatives, contractors, licensees and invitees, the full, free and perpetual right and privilege, in common with Grantees and any third parties that Grantor reasonably chooses, to use the Easement for lawful purposes, so long as such uses do not unreasonably interfere with Easement rights of Grantees described herein. Grantor also reserves the right to gate the Easement so long as Grantees' access remains open and is not unreasonably restricted. If applicable, Grantor will provide Grantees with any necessary access codes and/or keys to unlock or open any gates. Neither Grantees nor any of Grantees' heirs, successors, assigns, family members, or invitees may alter the natural features, construct any structures or place any permanent fixtures upon the Grantor Parcel.

3. **Grantees' Use of Easement.** Grantees and Grantees' heirs, successors, assigns, family members, and invitees shall use the Easement only for the specific purposes stated in this Agreement. Grantees covenant that, in the exercise of the Easement and Grantees' rights under this Agreement, Grantees shall (i) comply in all material respects with all applicable federal, state, and local laws, regulations, and ordinances and with the terms and conditions of all permits and approvals applicable thereto; (ii) when any actual work is undertaken on or within the Easement, pursue the same diligently to completion in a safe and workmanlike manner; (iii) not construct any structures or place any permanent improvements (including, without limitation, fences, markers, signs, or gates) upon the Grantor Parcel or the Easement, unless otherwise approved by Grantor; (iv) promptly repair any damage caused to the Easement by Grantees' or Grantees' heirs, successors, assigns, family members, and invitees use of the Easement and any buildings and improvements (including, without limitation, fences and gates) located on the Easement; and (v) keep the Easement free and clear of all liens, charges, and other monetary encumbrances arising out of the Grantees' use of the Easement. Grantees are expressly prohibited from using, transporting, generating or disposing of any hazardous substance in violation of environmental laws, or substances deemed illegal under applicable state and federal laws, on the Easement.

4. **Easement Condition.** Grantees have inspected the existing road located on the Grantor Parcel and are familiar with the conditions and accepts it for the intended use in its present condition.

5. **Maintenance.** Any improvements within the Easement must receive prior approval from Grantor. Grantees and any of Grantees' heirs, successors, assigns, family members, and invitees shall operate all vehicles within the Easement at low speeds to minimize airborne dust. The cost of maintaining, repairing and improving the Easement shall be shared in proportion to the then-current number of users for each section of the Easement, and any of their successors in interest, as provided in Oregon Revised Statutes 105.170 to 105.185, or as they may be amended or renumbered from time to time. Attached as Exhibit "C" is a depiction of the Easement split into two sections with the now-current number of users for each section identified.

6. **Consideration.** The consideration for this easement is resolution of potentially disputed claims to access. The receipt and sufficiency of the consideration is accepted and acknowledged.

7. **Termination.** If Grantees, their successors, or assigns, or either then current owner/s of the Hoover Parcel or the Gilman Grantee Parcel construct or otherwise have another road access to their respective property, the rights under this Agreement shall be terminable by Grantor upon 30 days' Notice as set forth herein. If terminated by Grantor, the applicable owner/s of a Grantee Parcel agree to execute a termination of Grantee's rights under this Agreement that will be recorded in the official records of Klamath County, Oregon.

8. **Notices.** All notices required or permitted to be given hereunder, or given in regard to this Agreement by one Party to the other, shall be in writing and the same shall be given and be deemed to have been served and received when placed in the United States mail, postage pre-paid, by certified mail, return receipt requested, addressed to the Party at the address on file with the Assessor's office in Klamath County or such other address a Party provides.

9. **Amendment; Successors and Assigns.** This Agreement may be modified or amended only by a written agreement signed by the Grantor and Grantees, or their applicable permitted successors or assigns. All terms, conditions, representations, and covenants of this Agreement shall be binding upon and inure to the benefit of the Parties, their heirs, successors and assigns.

10. **Remedies.** In the event either party materially breaches any obligation under this Agreement, the non-defaulting party shall be entitled to any and all legal or equitable remedies under Oregon law.

11. **Attorney Fees.** In case suit or action is instituted upon or in connection with this Agreement, the prevailing party shall be entitled to recover from the losing party such sums as the court may adjudge reasonable as attorney fees and costs in such suit or action, or upon appeal.

12. **Entire Agreement; Construction.** This Agreement, together with any and all attachments and Exhibits, constitutes the entire agreement between the Parties hereto with respect to  
Page 3 of 12 – ROAD ACCESS EASEMENT AGREEMENT

the subject matter hereof, and shall be deemed to replace, supersede, revoke and amend in the entirety any agreements, whether written or verbal, which have been entered into by the Grantor and Grantees or their respective predecessors in interest regarding the Easement in general that were intended to encumber Grantor Parcel in favor of Grantees Parcels, the Grantees or Grantees' predecessors or successors in interest (collectively, the "**Other Agreements**"), including (without limitation) the following Other Agreements: None. No provisions of this Agreement shall be construed against or interpreted to the disadvantage of any Party hereto by any court or governmental or jurisdictional authority by reason of such Party having been deemed to have structured, written, drafted or dictated such provisions.

13. **Applicable Law; Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Oregon. In addition, the Parties agree that in the event of any dispute concerning this Agreement, venue for any cause of action arising out of, or having to do with, this Agreement shall be, and is, in Oregon state courts situated in Klamath County, Oregon.

14. **Waiver.** No failure of either Party to exercise any power given hereunder or to insist upon strict compliance with any obligations specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of any Party's right to demand strict compliance with the terms hereof; provided, however, that any Party may, at its sole option, waive any requirement, covenant or condition herein established for the benefit of such Party without affecting any of the other provisions of this Agreement.

15. **Severability.** If any provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any Party. Upon any such determination, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible. Notwithstanding any other provision of this Agreement, the invalidation of any provision herein relating to the Parties' remedies shall not be interpreted to prevent an injured Party from seeking actual damages.

16. **Authority.** Grantor and Grantees and the individual signatories executing this Agreement hereby represent and warrant that they have full authority to execute this Agreement on their own behalf and on behalf of the entity or entities that they claim below to represent, and that they sign as their free and voluntary act and deed.

17. **No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to confer on any person other than the Parties hereto and their respective heirs, successors and permitted assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

*{Road Access Easement Agreement Continued and Signatures on Following Page}*

EXECUTED by the Parties effective as of the Effective Date.

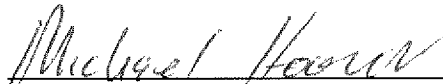
**GRANTOR:**

**HOOVER:**

**RICHARD LOUIS GILMAN**


**MICHAEL HOOVER**

  
\_\_\_\_\_

  
\_\_\_\_\_  
Michael Hoover

**GILMAN GRANTEE:**

**RICHARD LOUIS GILMAN**

  
\_\_\_\_\_

*{Notaries on Following Page}*

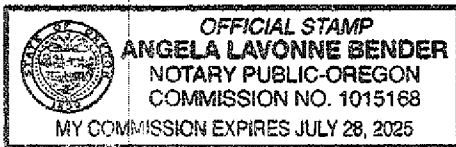
**Exhibits**

- 1 - Grantor Parcel
- 2 - Hoover Parcel
- 3 - Gilman Grantee Parcel
- A - Depiction of Easement
- B - Legal Description of Easement
- C - Depiction of Easement and the Now-Current Users of Each Section

*{Notaries on Following Pages}*

STATE OF OREGON                     )  
  )  
County of Deschutes                ) ss.

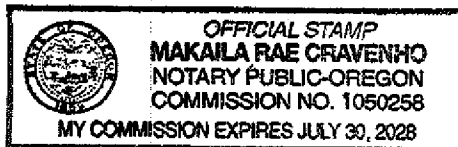
This instrument was acknowledged before me this 22 day of January, 2025, by  
Richard Louis Adman



Angela Lavonne Bender  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: July 28, 2025

STATE OF OREGON                     )  
  )  
County of Deschutes                ) ss.

This instrument was acknowledged before me this 23<sup>rd</sup> day of January, 2025, by  
Michael Hoover.



Makaila Rae Cravenho  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: July 30<sup>th</sup>, 2028

**EXHIBIT 1**

**(Grantor Parcel)**

That portion of Government Lot 4 lying West of the Dalles-California Highway in Section 18, Township 23 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon. SAVING AND EXCEPTING from the above described property any rights of way ditches, laterals, canals and roadway.

**EXHIBIT 2**

**(Hoover Parcel)**

A parcel of land being a portion of the SE1/4 SE1/4 of Section 13, Township 23 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at a point which is 200 feet West of the Northeast corner of the Southeast quarter of the Southeast quarter of Section 13, Township 23 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon; thence West 198 feet; thence South 220 feet; thence East 198 feet; thence North 220 feet to the point of beginning.

Tax Account No: 2309-013D0-02700-000

Key No: 131351



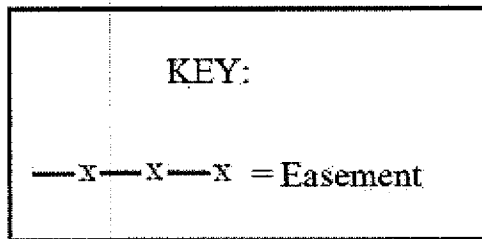
### **EXHIBIT 3**

#### **(Gilman Grantee Parcel)**

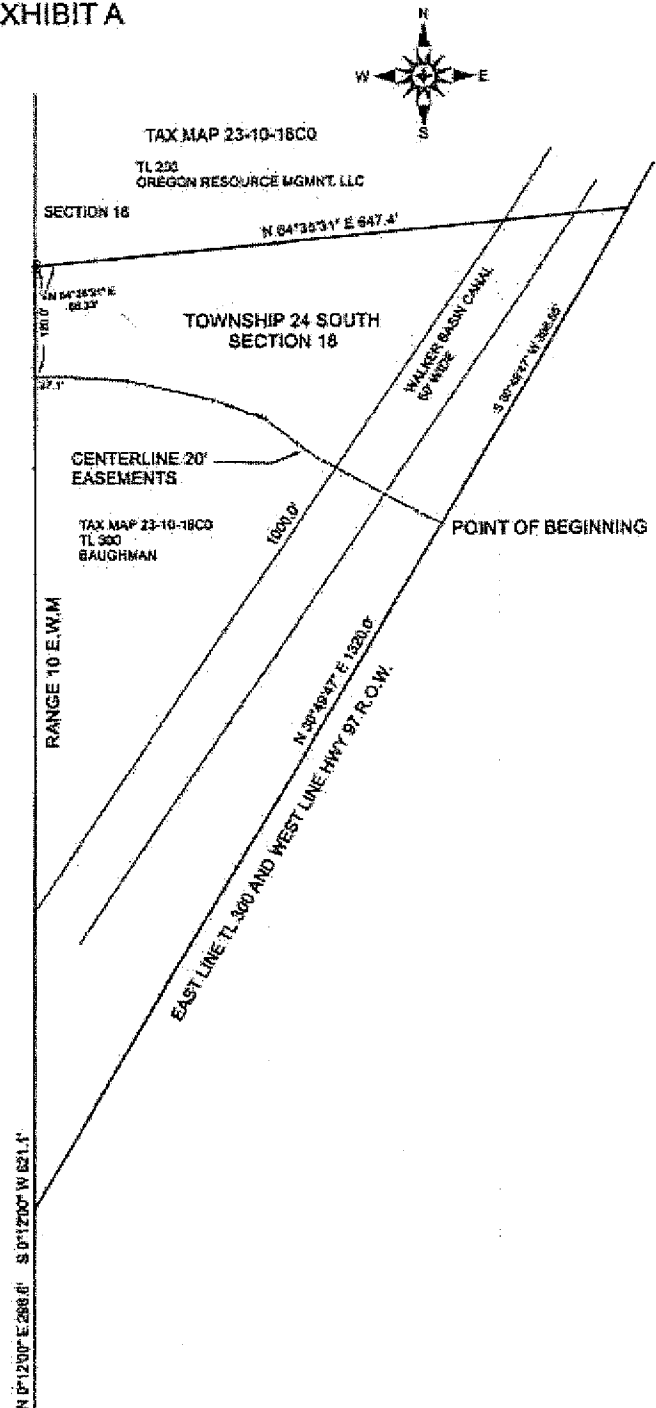
Commencing at the Northeast corner of the Southeast quarter of the Southeast quarter of Section 13, Township 23 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon; thence South along the East line of the Southeast quarter of the Southeast quarter a distance of 110 feet, which is the true point of beginning; thence West 200 feet; thence South 110 feet; thence East 200 feet; thence North 110 feet to the point of beginning.

## EXHIBIT A

(Depiction of Road Easement)



### EXHIBIT A



## EXHIBIT B

### (Legal Description of Easement)

AN EASEMENT FOR INGRESS AND EGRESS BEING 20 FEET IN WIDTH LYING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTH ONE-SIXTEENTH CORNER ON THE COMMON LINE BETWEEN SECTION 13, TOWNSHIP 23 SOUTH, RANGE 9 E.W.M. AND SECTION 18, TOWNSHIP 23 SOUTH, RANGE 10 E.W.M.; THENCE N84°35'31"E 847.4 FEET MORE OR LESS UPON THE NORTH LINE OF PARCEL 2 OF THAT PROPERTY AS DESCRIBED IN KLAMATH WARRANTY DEED AS RECORDED IN VOLUME M03 PAGE 39281 TO A POINT ON THE WEST RIGHT OF WAY LINE OF US HWY. 97; THENCE UPON SAID RIGHT OF WAY LINE S30°49'47"W 398.6 FEET MORE OR LESS TO THE POINT OF BEGINNING;

THENCE N83°20'00"W, A DISTANCE OF 30.3 FEET;

THENCE N82°24'00"W, FOR A DISTANCE OF 38.6 FEET;

THENCE N80°49'00"W, FOR A DISTANCE OF 45.3 FEET;

THENCE N81°27'00"W, FOR A DISTANCE OF 29.5 FEET;

THENCE N80°53'00"W, FOR A DISTANCE OF 8.0 FEET;

THENCE N55°27'00"W, FOR A DISTANCE OF 27.4 FEET;

THENCE N51°49'00"W, FOR A DISTANCE OF 44.0 FEET;

THENCE N88°53'00"W, FOR A DISTANCE OF 58.5 FEET;

THENCE N77°17'00"W, FOR A DISTANCE OF 86.3 FEET;

THENCE N86°24'00"W, FOR A DISTANCE OF 74.4 FEET;

THENCE N89°58'00"W, FOR A DISTANCE OF 27.1 FEET TO A POINT ON THE WEST LINE FEET OF THAT PROPERTY AS DESCRIBED AS PARCEL 2 IN THE KLAMATH COUNTY WARRANTY DEED RECORDED IN VOLUME M03 PAGE 39281. THE SIDE LINES OF THE ABOVE DESCRIBED EASEMENT ARE TO BE EXTENDED OR SHORTENED TO INTERSECT UPON SAID R.O.W. AND PROPERTY LINES.

